

**EXHIBIT “A”**

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

Case No. 1:23-cv-3213

MAUREEN HARRINGTON, as personal  
representative for the estate of BLAINE  
HARRINGTON III,

Plaintiff,

v.

KAUSHAN MEDIA CORPORATION d/b/a  
ALLWOMENSTALK.COM,

Defendant.

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**DECLARATION OF MAUREEN HARRINGTON**

Maureen Harrington does hereby declare pursuant to 28 U.S.C. § 1746:

1. I am over the age of 18 and otherwise competent to testify. I make the following statements based on personal knowledge.
2. On April 18, 2023, Blaine Harrington III (“Blaine”) filed this lawsuit (the “Lawsuit”) with respect to the alleged copyright infringement of a photograph titled “20121008\_NM-TX\_2962” for which Blaine asserts he has exclusive rights;
3. On January 17, 2023, Blaine died.
4. On March 6, 2023, I was appointed as the personal representative of the Estate of Blaine Harrington III (in Case No. 2023-PR-30263 of the District Court of Arapahoe County, Colorado).
5. I represent that all of Blaine’s copyrights and/or other intellectual property is being administered by his Estate.
6. I am now the Plaintiff in the above-styled matter.

7. Blaine was a well-known and highly regarded travel/location photographer based in Denver, CO, a five-time SATW Travel Photographer of the Year (in addition to numerous other awards received during his career), and had worked on assignments for most major news, business and travel magazines.

8. Blaine was self-employed as a high-end photographer who specializes in photo-documenting locations throughout most regions of the world.

9. He travelled throughout the world taking photographs that were unique to that region.

10. Using state-of-the-art equipment, he created high-end photography licensed by some of the top publishers in this country. When commissioned for a job, he spent countless hours capturing hundreds of photographs and then processing those photographs to ensure they met customers' requirements.

11. Blaine maintained a commercial website (<https://www.blaineharrington.com/index>) which describes the photography services he offered, hosted a sample portfolio of photographs he had taken, and invited prospective customers to contact him to arrange for a professional photo shoot.

12. Blaine owned each of the photographs available for license on his website and served as the licensing agent with respect to licensing such photographs for limited use by his customers. To that end, his standard terms included a limited, non-transferable license for use of any photograph by the customer only. His license terms made clear that all copyright ownership remained with him and that his customers are not permitted to transfer, assign, or sub-license any of my photographs to another person/entity.

13. In 2012, Blaine created a professional photograph of hot air balloons flying at

sunrise with the Sandia Mountains in the background during the Albuquerque International Balloon Fiesta titled “20121008\_NM-TX\_2962” (the “Work”):



14. The Work was registered by Blaine with the Register of Copyrights on March 5, 2013 and was assigned Registration No. VAu 1-132-209. A copy of the Certificate of Registration pertaining to the Work is attached to the Complaint as Exhibit A thereto.

15. Blaine created the Work, and he retained full ownership of the photographs he created and made those photographs available to license to media outlets and generally to the public.

16. Blaine’s recent licensing history with respect to the commercial use of his professional photographs includes the following:<sup>1</sup>

Date	Licensee	Description	Amount
January 6, 2020	Keller Williams Realty DTC, LLC	Main Street, Telluride, Colorado	\$12,500

<sup>1</sup> True and correct copies of previous license agreements are attached hereto as **Composite Exhibit “1.”**

November 18, 2019	Professionals Management Group, LLC dba RE/MAX Professionals	Main Street, Telluride, Colorado	\$8,500
May 31, 2018	Visit Denver	Yoga on the Rocks, Red Rocks Amphitheater, Morrison, Colorado USA	\$3,000
August 25, 2016	Mullen Lowe	Hiker, Gros Piton, St. Lucia	\$10,000
February 28, 2007	Nikon, Inc.	Girl at Trinidad Carnival	\$1,500
July 1, 2020	New Zealand Story	Auckland skyline from Mt. Eden	\$6,430
January 2008 (Cover)	Smithsonian Magazine	Camel with Taj Mahal in back, Agra, India	\$1,400

17. Based on his normal licensing rates and the type of use at issue here (use on Defendant's website for commercial purposes), he would have licensed the Work to Defendant for a \$4,500 annual license fee. Because Defendant appears to have displayed the Work from at least December 2021 through at least June 2022,<sup>2</sup> Defendant would owe me at least one annual licensing fees (as Blaine did not prorate his work). The total amount of time Defendant used Blaine's work is undeterminable as it failed to respond to discovery, where we would have learned the full extent of its use.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

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<sup>2</sup> According to internet archival system, the Wayback Machine, <https://web.archive.org/web/20211208114810/https://travel.allwomenstalk.com/where-can-you-find-the-best-sunset-in-your-state/>, the Work was published by admin for the first time in December 2021. The last date that Defendant's website was captured was June 2022 in a screenshot, which is attached to the Complaint as Exhibit B thereto.

Dated: 7/24/2023.

*Maureen Harrington*

ID m8hj7NDiQYi3s6ZkDrZo2h5e

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Maureen Harrington

## eSignature Details

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<b>Signer ID:</b>	<b>m8hj7NDiQYi3s6ZkDrZo2h5e</b>
Signed by:	Maureen Harrington
Sent to email:	moharr@comcast.net
IP Address:	73.3.197.63
Signed at:	Jul 24 2023, 4:28 pm EDT

**COMPOSITE EXHIBIT “1”**



# Blaine Harrington

PHOTOGRAPHER

*World-wide assignment and stock location photography*Phone: 303/932-9062  
Twitter: @blaineharrE-mail: blaine@blaineharrington.com  
Website: www.blaineharrington.com7533 South Overlook Way  
Littleton, Colorado 80128-2544 USA

Tax ID: 523-78-2494

**STOCK PHOTOGRAPHY INVOICE****January 6, 2020**Tony Carnesi  
Keller Williams Realty DTC, LLC  
6300 S. Syracuse Way #150  
Englewood CO 80111 USA

Invoice No: 2073

**Perpetual web/advertising/marketing use of photo by your real estate agents/brokers****The following usage license will be granted upon payment in full of this invoice:**

Blaine Harrington, (Licensor) grants to Keller Williams Realty DTC, LLC, (Licensee) rights to use and Reproduce the items identified in the Invoice, solely to the extent explicitly stated in usages listed below for Keller Williams Realty DTC, LLC. This right may be exercised by subcontractors of Licensee (including Purchaser) for preparation of the Licensee's Work, provided that such subcontractors agree to abide by the terms of this Agreement. Photo credit must read: ©Blaine Harrington, All Rights Reserved.

**Usage Fees**

<b>1 20120928_colora_0405, Main Street, Telluride, Colorado</b>	<b>12,500.00</b>	<b>12,500.00</b>
Media: Web, advertising and marketing use		
Industry: Real Estate		
Languages: English Only.		
Exclusivity: Perpetual non-exclusive use		
Restrictions: No other use besides that listed on this invoice is granted without further license and approval by Blaine Harrington III.		

Usage Fees	12,500.00
Subtotal	12,500.00
Tax	0.00
<b>Grand Total</b>	<b>USD \$12,500.00</b>

NO ELECTRONIC RIGHTS are granted in any form without an express license in writing. These photographs may not be used on the Internet for any purpose including revisions or electronic editions of printed work without said written license.

NO PRINTED OR ELECTRONIC REVISIONS are granted with this license. Any additional usage, including said revisions must be negotiated with the copyright owner.

This License may not be transferred to a third party without the written consent of the copyright holder.

**Terms and Conditions:**

1. This agreement is between [Blaine Harrington ("Photographer")] and Client, who retains services of Photographer, as an Independent Contractor to deliver Photographs to Client. Copyright and all film, prints, media, and digital files remain the property of Photographer. The only rights granted to the Photographs are those specifically set forth above under "Rights Granted/Usage License". All other rights are reserved by Photographer. Rights granted may not be

January 6, 2020

Tony Carnesi  
Keller Williams Realty DTC, LLC  
6300 S. Syracuse Way #150  
Englewood CO 80111 USA

Invoice No: 2073

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**Perpetual web/advertising/marketing use of photo by your real estate agents/brokers**

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transferred or assigned, in whole or in part, whether voluntary or by operation of law without the express written consent of Photographer. Client waives all defenses arising under section 107 of the Copyright Act, and waives all revision and reproduction rights or privileges under section 201 of the Act. This agreement is not a work made for hire. This agreement shall be governed under the laws of the place of residence of Photographer. Client agrees to personal jurisdiction in the state of residence of photographer.

2. Payment: No rights are granted until payment is received in full. Failure to make timely payment shall be deemed an act of copyright infringement under the United States Copyright Act. A detailed accounting of fees and production charges will be provided in the invoice, but unless specifically stated no vendor receipts will be provided.

3. Warrants & Liability: Photographer warrants that Photographs were created by him/her and he/she has authority to license their use to Client. Client will defend Photographer against any and all claims, liability, damages, and costs, including legal fees & expenses, arising out of the creation, use, or misuse of the images. Unless delivered to Client by Photographer, no Model or Property release exists. Client shall pay Photographer's costs and expenses (including Photographer's reasonable attorney's fees and related costs) incurred in connection with enforcing the terms of this Agreement, including those incurred without commencing a court proceeding.

4. Cancellations & Postponements: Client is responsible for payment of all expenses incurred up to the time Photographer receives actual notification, plus 50 percent of Photographer's fee. If notice is given less than two business days prior to the shoot date, Client will pay 100 percent of the fee. Unless otherwise agreed, Client will pay 100 percent of the fee for Weather Delays on location or 50 percent of the fee if postponement occurs prior to departure. Client will be charged 100% of fee and expenses for any reshoots required by the client. For reshoots required by an act of God or fault of third party client will pay all additional expenses.

# Blaine Harrington

PHOTOGRAPHER

*World-wide assignment and stock location photography*Phone: 303/932-9062  
Twitter: @blaineharrE-mail: blaine@blaineharrington.com  
Website: www.blaineharrington.com7533 South Overlook Way  
Littleton, Colorado 80128-2544 USA

Tax ID: 523-78-2494

**STOCK PHOTOGRAPHY INVOICE****November 18, 2019**Professionals Management Group, LLC  
dba RE/MAX Professionals  
10135 West San Juan Way, Suite 100  
Littleton CO 80127 USA

Invoice No: 2075

**Perpetual web/advertising/marketing use of photo by your real estate agents/brokers****The following usage license will be granted upon payment in full of this invoice:**

Blaine Harrington, (Licensor) grants to Professionals Management Group, LLC dba RE/MAX Professionals, (Licensee) rights to use and Reproduce the items identified in the Invoice, solely to the extent explicitly stated in usages listed below for Professionals Management Group, LLC dba RE/MAX Professionals. This right may be exercised by subcontractors of Licensee (including Purchaser) for preparation of the Licensee's Work, provided that such subcontractors agree to abide by the terms of this Agreement. Photo credit must read: ©Blaine Harrington, All Rights Reserved.

**Usage Fees**

<b>1 20120928_colora_0405, Main Street, Telluride, Colorado</b>	<b>8,500.00</b>	<b>8,500.00</b>
Media: Web, advertising and marketing use		
Industry: Real Estate		
Languages: English Only.		
Exclusivity: Perpetual non-exclusive use		
Restrictions: No other use besides those listed on this invoice granted without further license and approval by Blaine Harrington III		

Usage Fees	8,500.00
Subtotal	8,500.00
Tax	0.00
<b>Grand Total</b>	<b>USD \$8,500.00</b>

NO ELECTRONIC RIGHTS are granted in any form without an express license in writing. These photographs may not be used on the Internet for any purpose including revisions or electronic editions of printed work without said written license.

NO PRINTED OR ELECTRONIC REVISIONS are granted with this license. Any additional usage, including said revisions must be negotiated with the copyright owner.

This License may not be transferred to a third party without the written consent of the copyright holder.

**Terms and Conditions:**

1. This agreement is between [Blaine Harrington ("Photographer")] and Client, who retains services of Photographer, as an Independent Contractor to deliver Photographs to Client. Copyright and all film, prints, media, and digital files remain the property of Photographer. The only rights granted to the Photographs are those specifically set forth above

November 18, 2019

Professionals Management Group, LLC  
dba RE/MAX Professionals  
10135 West San Juan Way, Suite 100  
Littleton CO 80127 USA

Invoice No: 2075

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**Perpetual web/advertising/marketing use of photo by your real estate agents/brokers**

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under "Rights Granted/Usage License". All other rights are reserved by Photographer. Rights granted may not be transferred or assigned, in whole or in part, whether voluntary or by operation of law without the express written consent of Photographer. Client waives all defenses arising under section 107 of the Copyright Act, and waives all revision and reproduction rights or privileges under section 201 of the Act. This agreement is not a work made for hire. This agreement shall be governed under the laws of the place of residence of Photographer. Client agrees to personal jurisdiction in the state of residence of photographer.

2. Payment: No rights are granted until payment is received in full. Failure to make timely payment shall be deemed an act of copyright infringement under the United States Copyright Act. A detailed accounting of fees and production charges will be provided in the invoice, but unless specifically stated no vendor receipts will be provided.

3. Warrants & Liability: Photographer warrants that Photographs were created by him/her and he/she has authority to license their use to Client. Client will defend Photographer against any and all claims, liability, damages, and costs, including legal fees & expenses, arising out of the creation, use, or misuse of the images. Unless delivered to Client by Photographer, no Model or Property release exists. Client shall pay Photographer's costs and expenses (including Photographer's reasonable attorney's fees and related costs) incurred in connection with enforcing the terms of this Agreement, including those incurred without commencing a court proceeding.

4. Cancellations & Postponements: Client is responsible for payment of all expenses incurred up to the time Photographer receives actual notification, plus 50 percent of Photographer's fee. If notice is given less than two business days prior to the shoot date, Client will pay 100 percent of the fee. Unless otherwise agreed, Client will pay 100 percent of the fee for Weather Delays on location or 50 percent of the fee if postponement occurs prior to departure. Client will be charged 100% of fee and expenses for any reshoots required by the client. For reshoots required by an act of God or fault of third party client will pay all additional expenses.

**Blaine Harrington**

PHOTOGRAPHER

*World-wide assignment and stock location photography*

Phone: 303/932-9062  
Twitter: @blaineharr

E-mail: blaine@blaineharrington.com  
Website: www.blaineharrington.com

7533 South Overlook Way  
Littleton, Colorado 80128-2544 USA

Tax ID: 523-78-2494

**STOCK PHOTOGRAPHY INVOICE****May 31, 2018**

Invoice No: 1983

Bonnie Carheden  
Director of Integrated Production  
Karsh & Hagan  
685 South Broadway  
Denver CO 80209 USA  
303/539-4742

**P.O. # 00006247 client:Visit Denver license renewal****The following usage license will be granted upon payment in full of this invoice:**

Blaine Harrington, (Licensor) grants to Karsh & Hagan, (Licensee) rights to use and Reproduce the items identified in the Invoice, solely to the extent explicitly stated in usages listed below for Karsh & Hagan. This right may be exercised by subcontractors of Licensee (including Purchaser) for preparation of the Licensee's Work, provided that such subcontractors agree to abide by the terms of this Agreement. Photo credit must read: ©Blaine Harrington, All Rights Reserved.

**Usage Fees**

<b>1 20140802_yoga_137 Yoga on the Rocks, Red Rocks Amphitheater, Morrison, Colorado USA</b>	<b>3,000.00</b>	<b>3,000.00</b>
Media: Unlimited trade publication advertising use for one year plus three years web and social media use from July 1, 2017 to June 20, 2020		
License Duration: 1 Year		
License Start Date: 7/1/2018		
License End Date: 6/30/2019		
Image Size: Full page and double page ads		
Placement: Interior		
Distribution Format: Print and digital (as per agreement)		
Territory: US Only		
Release Information: No model release.		
Industry: Travel		
Exclusivity: One-Time Non-Exclusive		
PAYMENT TERMS: NET 30 DAYS		

Usage Fees	3,000.00
Subtotal	3,000.00
Tax	0.00
<b>Grand Total</b>	<b>USD \$3,000.00</b>

NO ELECTRONIC RIGHTS are granted in any form without an express license in writing. These photographs may not be used on the Internet for any purpose including revisions or electronic editions of printed work without said written license.

NO PRINTED OR ELECTRONIC REVISIONS are granted with this license. Any additional usage, including

July 30, 2020

Bonnie Carheden  
Director of Integrated Production  
Karsh & Hagan  
685 South Broadway  
Denver CO 80209 USA  
303/539-4742

Invoice No: 2034

P.O. # 00008634

**Terms and Conditions:**

1. This agreement is between [Blaine Harrington ("Photographer")] and Client, who retains services of Photographer, as an Independent Contractor to deliver Photographs to Client. Copyright and all film, prints, media, and digital files remain the property of Photographer. The only rights granted to the Photographs are those specifically set forth above under "Rights Granted/Usage License". All other rights are reserved by Photographer. Rights granted may not be transferred or assigned, in whole or in part, whether voluntary or by operation of law without the express written consent of Photographer. Client waives all defenses arising under section 107 of the Copyright Act, and waives all revision and reproduction rights or privileges under section 201 of the Act. This agreement is not a work made for hire. This agreement shall be governed under the laws of the place of residence of Photographer. Client agrees to personal jurisdiction in the state of residence of photographer.

2. Payment: No rights are granted until payment is received in full. Failure to make timely payment shall be deemed an act of copyright infringement under the United States Copyright Act. A detailed accounting of fees and production charges will be provided in the invoice, but unless specifically stated no vendor receipts will be provided.

3. Warrants & Liability: Photographer warrants that Photographs were created by him/her and he/she has authority to license their use to Client. Client will defend Photographer against any and all claims, liability, damages, and costs, including legal fees & expenses, arising out of the creation, use, or misuse of the images. Unless delivered to Client by Photographer, no Model or Property release exists. Client shall pay Photographer's costs and expenses (including Photographer's reasonable attorney's fees and related costs) incurred in connection with enforcing the terms of this Agreement, including those incurred without commencing a court proceeding.

4. Cancellations & Postponements: Client is responsible for payment of all expenses incurred up to the time Photographer receives actual notification, plus 50 percent of Photographer's fee. If notice is given less than two business days prior to the shoot date, Client will pay 100 percent of the fee. Unless otherwise agreed, Client will pay 100 percent of the fee for Weather Delays on location or 50 percent of the fee if postponement occurs prior to departure. Client will be charged 100% of fee and expenses for any reshoots required by the client. For reshoots required by an act of God or fault of third party client will pay all additional expenses.

**Blaine Harrington**

PHOTOGRAPHER

*World-wide assignment and stock location photography*

Phone: 303/932-9062  
 Twitter: @blaineharr

E-mail: blaine@blaineharrington.com  
 Website: www.blaineharrington.com

7533 South Overlook Way  
 Littleton, Colorado 80128-2544 USA

Tax ID: 523-78-2494

**STOCK PHOTOGRAPHY INVOICE****August 25, 2016**

Invoice No: 1935

Kate Moore  
 Art Producer  
 Mullen Lowe  
 40 Broad Street  
 Boston MA 02109 USA  
 617/226-9142

**P.O. # 16-03020 Job # RCI1-GEN-16-05136****The following usage license will be granted upon payment in full of this invoice:**

Blaine Harrington, (Licensor) grants to Mullen Lowe, (Licensee) rights to use and Reproduce the items identified in the Invoice, solely to the extent explicitly stated in usages listed below for Mullen Lowe. This right may be exercised by subcontractors of Licensee (including Purchaser) for preparation of the Licensee's Work, provided that such subcontractors agree to abide by the terms of this Agreement. Photo credit must read: ©Blaine Harrington, All Rights Reserved.

**Usage Fees**

<b>1 STL-05-11-06 Getty #529788316 Hiker, Gros Piton, St. Lucia</b>	<b>10,000.00</b>	<b>10,000.00</b>
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License Duration: 1 Year  
 License Start Date: 8/25/2016  
 License End Date: 8/25/2017  
 Territory: Worldwide  
 Industry: Travel  
 Exclusivity: Industry Exclusive

Any use by Royal Caribbean Int. within the categories of print, display ads, TV ads and packaging + online and direct marketing + internal use. Examples include magazine advertising, indoor and outdoor display ads, TV or cinema ads, product packaging, web sites, web ads, brochures and other marketing materials, internal printed materials, online materials and presentations for employees only. No limits on size of image in project, circulation or placements. Worldwide rights for 1 year. Includes industry exclusivity for \$5000. Includes use by 29,000 travel agents.  
 TERMS: NET 30

Usage Fees	10,000.00
Subtotal	10,000.00
Tax	0.00
<b>Grand Total</b>	<b>USD \$10,000.00</b>

NO ELECTRONIC RIGHTS are granted in any form without an express license in writing. These photographs may not be used on the Internet for any purpose including revisions or electronic editions of

August 25, 2016

Kate Moore  
Art Producer  
Mullen Lowe  
40 Broad Street  
Boston MA 02109 USA  
617/226-9142

Invoice No: 1935

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**P.O. # 16-03020 Job # RCI1-GEN-16-05136**

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printed work without said written license.

NO PRINTED OR ELECTRONIC REVISIONS are granted with this license. Any additional usage, including said revisions must be negotiated with the copyright owner.

This License may not be transferred to a third party without the written consent of the copyright holder.

**Terms and Conditions:**

1. This agreement is between [Blaine Harrington ("Photographer")] and Client, who retains services of Photographer, as an Independent Contractor to deliver Photographs to Client. Copyright and all film, prints, media, and digital files remain the property of Photographer. The only rights granted to the Photographs are those specifically set forth above under "Rights Granted/Usage License". All other rights are reserved by Photographer. Rights granted may not be transferred or assigned, in whole or in part, whether voluntary or by operation of law without the express written consent of Photographer. Client waives all defenses arising under section 107 of the Copyright Act, and waives all revision and reproduction rights or privileges under section 201 of the Act. This agreement is not a work made for hire. This agreement shall be governed under the laws of the place of residence of Photographer. Client agrees to personal jurisdiction in the state of residence of photographer.

2. Payment: No rights are granted until payment is received in full. Failure to make timely payment shall be deemed an act of copyright infringement under the United States Copyright Act. A detailed accounting of fees and production charges will be provided in the invoice, but unless specifically stated no vendor receipts will be provided.

3. Warrants & Liability: Photographer warrants that Photographs were created by him/her and he/she has authority to license their use to Client. Client will defend Photographer against any and all claims, liability, damages, and costs, including legal fees & expenses, arising out of the creation, use, or misuse of the images. Unless delivered to Client by Photographer, no Model or Property release exists. Client shall pay Photographer's costs and expenses (including Photographer's reasonable attorney's fees and related costs) incurred in connection with enforcing the terms of this Agreement, including those incurred without commencing a court proceeding.

4. Cancellations & Postponements: Client is responsible for payment of all expenses incurred up to the time Photographer receives actual notification, plus 50 percent of Photographer's fee. If notice is given less than two business days prior to the shoot date, Client will pay 100 percent of the fee. Unless otherwise agreed, Client will pay 100 percent of the fee for Weather Delays on location or 50 percent of the fee if postponement occurs prior to departure. Client will be charged 100% of fee and expenses for any reshoots required by the client. For reshoots required by an act of God or fault of third party client will pay all additional expenses.



**Blaine Harrington**

P H O T O G R A P H E R

*World-wide assignment and stock location photography*Phone: 303/932-9062  
Twitter: @blaineharrE-mail: blaine@blaineharrington.com  
Website: www.blaineharrington.com7533 South Overlook Way  
Littleton, Colorado 80128-2544 USA

Tax ID: 523-78-2494

**STOCK PHOTOGRAPHY INVOICE****February 28, 2007**

Invoice No: 1437

Erika K. Santucci  
Production Administrator  
Nikon Inc.  
1300 Walt Whitman Road  
Melville NY 11747 USA  
631/547-4379**Usage of two images for trade shows for one year****This License expired on 2/28/2008 or as described below.****Usage Fees**

<b>1 20060108_burma_3152 Silhouette, Inle Lake, Burma</b>	<b>1,500.00</b>	<b>1,500.00</b>
• Duration: 1 Year • Maximum Image Size: display print		
<b>1 20060219_trinidad_0175 Girl at Trinidad Carnival</b>	<b>1,500.00</b>	<b>1,500.00</b>
• Duration: 1 Year • Maximum Image Size: display print		

**Paid in Full**

Usage Fees	3,000.00
Subtotal	3,000.00
Tax	0.00
<b>Grand Total</b>	<b>3,000.00</b>
Less Payments	-3,000.00
<b>Balance Due</b>	<b>USD \$0.00</b>

**The following usage license will be granted upon payment in full of this invoice:**

one year non-exclusive usage by Nikon Inc. to use the photographs described on this document, for display prints for trade shows For use in the United States of America only. Languages: English Only. NO ELECTRONIC RIGHTS are granted in any form without an express license in writing. These photographs may not be used on the Internet for any purpose including revisions or electronic editions of printed work without said written license. NO PRINTED OR ELECTRONIC REVISIONS are granted with this license. Any additional usage, including said revisions must be negotiated with the copyright owner.

This License may not be transferred to a third party without the written consent of the copyright holder.

**Terms and Conditions:**

Terms: Payment is due upon receipt of this invoice.

# Blaine Harrington

PHOTOGRAPHER

*World-wide assignment and stock location photography*Phone: 303/932-9062  
Twitter: @blaine-harrE-mail: blaine@blaineharrington.com  
Website: www.blaineharrington.com7533 South Overlook Way  
Littleton, Colorado 80128-2544 USA

Tax ID: 523-78-2494

**STOCK PHOTOGRAPHY INVOICE****July 1, 2020**

Invoice No: 2032

Savannah Chen  
Marketing Coordinator  
New Zealand Story  
Level 6, 139 Quay Street  
Auckland 1010 New Zealand  
64-21-196-2279**The following usage license will be granted upon payment in full of this invoice:**

Blaine Harrington, (Licensor) grants to New Zealand Story, (Licensee) rights to use and Reproduce the items identified in the Invoice, solely to the extent explicitly stated in usages listed below for New Zealand Story. This right may be exercised by subcontractors of Licensee (including Purchaser) for preparation of the Licensee's Work, provided that such subcontractors agree to abide by the terms of this Agreement. Photo credit must read: ©Blaine Harrington, All Rights Reserved.

**Usage Fees**

<b>1 20111104_newzea_0011, Auckland skyline from Mt. Eden</b>	<b>6,430.00</b>	<b>6,430.00</b>
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License Duration: 6 Years

License Start Date: 9/27/2016

License End Date: 9/27/2022

: Worldwide coverage for all stills photography assets excluding paid advertising. The stills can be used by New Zealand Companies or organisations with the purpose of promoting NZ of NZ products and services in unpaid media only. i.e. no paid advertising. The photography toolkit is for the use of 'NZ Story' however, participating companies will also have access to these photos for the same use.

Distribution Format: Web

Territory: Worldwide

Exclusivity: Six years non-exclusive

Restrictions: Not for advertising use

PAYABLE ON RECEIPT TO:

Blaine Gillespie Harrington III

Account # 02-1290-0201488-000

TransferWise

56 Shoreditch High Street

London E1 6JJ, United Kingdom

**Other Charges**

<b>1 Fee to receive transfer</b>	<b>15.00</b>	<b>15.00</b>
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Usage Fees	6,430.00
Other Charges	15.00
Subtotal	6,445.00
Tax	0.00
<b>Grand Total</b>	<b>NZD \$6,445.00</b>

July 1, 2020

Invoice No: 2032

Savannah Chen  
Marketing Coordinator  
New Zealand Story  
Level 6, 139 Quay Street  
Auckland 1010 New Zealand  
64-21-196-2279

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This License may not be transferred to a third party without the written consent of the copyright holder.

**Terms and Conditions:**

1. This agreement is between [Blaine Harrington ("Photographer")] and Client, who retains services of Photographer, as an Independent Contractor to deliver Photographs to Client. Copyright and all film, prints, media, and digital files remain the property of Photographer. The only rights granted to the Photographs are those specifically set forth above under "Rights Granted/Usage License". All other rights are reserved by Photographer. Rights granted may not be transferred or assigned, in whole or in part, whether voluntary or by operation of law without the express written consent of Photographer. Client waives all defenses arising under section 107 of the Copyright Act, and waives all revision and reproduction rights or privileges under section 201 of the Act. This agreement is not a work made for hire. This agreement shall be governed under the laws of the place of residence of Photographer. Client agrees to personal jurisdiction in the state of residence of photographer.

2. Payment: No rights are granted until payment is received in full. Failure to make timely payment shall be deemed an act of copyright infringement under the United States Copyright Act. A detailed accounting of fees and production charges will be provided in the invoice, but unless specifically stated no vendor receipts will be provided.

3. Warrants & Liability: Photographer warrants that Photographs were created by him/her and he/she has authority to license their use to Client. Client will defend Photographer against any and all claims, liability, damages, and costs, including legal fees & expenses, arising out of the creation, use, or misuse of the images. Unless delivered to Client by Photographer, no Model or Property release exists. Client shall pay Photographer's costs and expenses (including Photographer's reasonable attorney's fees and related costs) incurred in connection with enforcing the terms of this Agreement, including those incurred without commencing a court proceeding.

4. Cancellations & Postponements: Client is responsible for payment of all expenses incurred up to the time Photographer receives actual notification, plus 50 percent of Photographer's fee. If notice is given less than two business days prior to the shoot date, Client will pay 100 percent of the fee. Unless otherwise agreed, Client will pay 100 percent of the fee for Weather Delays on location or 50 percent of the fee if postponement occurs prior to departure. Client will be charged 100% of fee and expenses for any reshoots required by the client. For reshoots required by an act of God or fault of third party client will pay all additional expenses.

**Blaine Harrington**

P H O T O G R A P H E R

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**STOCK PHOTOGRAPHY INVOICE****November 13, 2007**

Invoice No: 1487

Jeff Campagna  
Art Services Coordinator  
Smithsonian Magazine  
MRC 513 P. O. Box 37012  
Washington DC 20013-7012 USA  
202/633-6044**January 2008 cover****This License expired on 11/13/2008 or as described below.****Usage Fees**

<b>1 IND-94-109-28 Camel with Taj Mahal in back, Agra, India</b>	<b>1,400.00</b>	<b>1,400.00</b>
• Duration: 1 Year • Maximum Image Size: Front Cover		

<b>Fee includes digital delivery/FTP fee</b>	<b>0.00</b>	<b>0.00</b>
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Usage Fees	1,400.00
Subtotal	1,400.00
Tax	0.00
<b>Grand Total</b>	<b>1,400.00</b>
Less Payments	-1,400.00
<b>Balance Due</b>	<b>USD \$0.00</b>

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